SDMS US EPA REGION V -1

SOME IMAGES WITHIN THIS DOCUMENT MAY BE ILLEGIBLE DUE TO BAD SOURCE DOCUMENTS.

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DEED FOR RIGHT-OF-WAY FOR PUBL	LIC ROAD PURPOSES. 51 6111 Company
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has been fully poid to the undereigneds

Now Therefore, I, the undereigned Clark long of the County of Mr. Clair and State of Eliberia, for each in consideration of the Deliar and for other good and valuable consideration this principle above is herefored, as here reales, seavey, release and quit-claim and finance legions of the County of Mr. Clair and State of Illiania, all the right, title, interest chains or decease these county and have quadred in throughout by a contain accordage bearing that the Superdoric Affice of Mr. Clair Count Elitable, in Book 600 on page 600 to the premiers therein described, and all interest the Cortagnes Entert Delia, Truston, acquired by said mortage.

Sugether with all the appurenances and privileges thereente belonging or apportain Witness my band and seal this letth day of July, 1861.

Clare Begg (Seel)

State of Illiants | se.

I, the undersigned, a Notary Public, in ad for said Sounty in the State aforecast, do hereby sectify, that Clara Sogg payeonally moon to no to be the same person those mase is subscribed to the foregoing instrument, appeared before me this day in person, and common? "A that his signed, sected, and delivered the said instrument as her free and velocity one for the uses and publishes therein not forth.

Olven under my hand and notaerin' pa-1 tale. Wh day of July, "41. [Notaerin] Prunk J. (Logovach

Mod for record tiels 19th day of July, A.S. 19th at 8600 P.H. Instrument No. 666881.

Know All Men By Theat Fresents:

That Vernice Swink , Trustee, of the County of St. Clair, and State of Illisois for and in consideration of One Dellar and for other good and valuable considerations, the receipt whereof is hereby confessed, do here remise, convey, release and quit-claim unto Sugere Overturf and Hell Overturf, his wife, of the County of St. Clair and State of Illinois all the right, title, interest, claim or demand whatevever she may have sequired in, through or by a certain Mortgage Deal, bearing date the 15th day of Schober, A.D. 15th, and recorded in the Secretar's office of St. Clair County, in the State of Illinois, in book 2020 of Secoris on Page 30 to the presides therein describeds as follows:

That park of Lets 1 and 2 of Dealmey's Subdivision of Let 207 of the Third Subdivision of Cabelia Commons, (reference being had to the plat there-f reserved in the Recorder's Office of St. Clair County, Illinois in Book of Plats "Y" on sage 26), 3%. Clair County, Illinois, described as follows:

Commoning at the concrete moment which marks the intersection of the Sant Right of Thy Line of S. Si I. North Re. 3 with the Berth line of Ret 1 of Bestmay's Subdivision, those Bestwardly along the North line of said Ret 1, a distance of 176.5 feet to a pipe which marks the point of beginning of the tract of land herein described; those Southwordly along a line which makes as angle of 90° 80° with the North line of said Ret 1, a distance of 131.92 feet to a pipe in the South line of Ret 2 of Dashways Subdivision, those Bastwardly along the South line of said Ret 2 of Dashways Subdivision, a distance of 1062.68 feet to the Southeast source of said Ret 2; those Northwardly along the South line of Lets 1 and 2 of Tang's Subdivision to the Southeast Surger of Ret 1; those

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et the City of Best St. Paris, in the clay to Let Memorod Too (2) of "Inchmey's Subdivision 62 306 207, Third Subdivision of Catalian Commune's reference being had to the First thereof received in the Successive Office of St Clair County, Illinois, in Sock of Flats "y" on page 36; Excepting, however, that part conveyed to County of St. Clair, State of Illinois, I public road purposes, of Seed dated Oston 16th, 1935, and secreted in the Recorder's Office aforseald on Newsmar 8th, 1935; in Book 797 on page 357.

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THE COLUMN THE PARK OF WARRANTY DEED - STATUTORY FORM Chicago Tit's and Tount Company 1229857 THIS INDENTURE WITNESSETH, THAT THE GRANTORS 556 2001 ME LEC SAUGET, widower of Louise Stuget, deceased, and not since remarried, 州前 556 County of 31, 11917 government of the second 教をおりのはいると

Ret.te: Explorer Pipeline Co.
Right of Wah Department (E)
P.O. Bex 2650Tules, Oklahema 74101

N.

RIGHT OF WAY

800 2342 WE 232

STATE OF MISSOURI)

COUNTY OF ST. LOUIS)

For the sum of One Thousand Dollars (\$1,000.00), receipt of which is hereby acknowledged, the undersigned, herein called "GRANTOR", hereby grants, sells and conveys to Explorer Pipeline Company, a Delaware corporation, herein called "GRANTEE", the following rights and easements:

1. The right to lay, construct, operate, maintain, repair, renew, substitute and remove a pipeline and all appurtenances thereto, and corrosion control equipment, for the transportation of liquids, gases, solids, or mixtures of any or all thereof, at a location and on the route selected by GRAFFEE on, in, over and through the following described land in St. Clair County, Illinois, to-wit:

The right-of-way and easement herein granted is limited and restricted to the Easterly fifty (50) feet of the property described below, to the construction, operation and maintenance of one (1) pipeline only, and shall be in effect only in the period or fifty (50) years from and after the date hereof.

That part of Lots numbered One (1) and Two (2) of "DASHNEY'S SUBDIVISION OF LOT 207 THIRD SUBDIVISION OF CAROKIA CONSUMS": reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "V" on page 26, described as follows, to-wit:

Commending at the congrete monument which marks the insection of the East Right of Way line of State Sond San Route No. 3 with the North line of Lot much of Dashney's Subdivision; thence Eastwardly along the North line of said Lot numbered One (1), a dista One hundred Eighty-four and five teaths (194.5) feet to a pipe which marks the point of beginning of the tract of land herein described: thence Southwardly along a line which makes an angle of 90° 00' with the North line of said Lot 1, a distance of One Mundred Thirty-one and Winet, --- mundredths (131.92) feet to a pipe in the South line of Lot numbered Two (2) of Dashney's Subdivision, thence Eastwardly along the South line of said Lot numbered Two (2) of Dashney's Subdivision, a distance of One Thousand Sixty-two and eight hundredths (1062.08) feet to the Southeast corner of said Lot numbered Two (2); thence Northwardly along the East line of Lots numbered

One (1) and Two (2) of Dashney's Subdivision to the Northeast corner of Lot numbered One (1); thence Westwardly along the North line of said Lot numbered One (1) of Dashney's Subdivision, a distance of One Thousand Seventy and five tenths (1070.5) feet to the point of beginning. Containing 3.229 acres more or less.

GRANTEE agrees that it will prepare a plat which reflects the "as built" location of the easement and right-of-way covered hereby, such plat to be marked Exhibit A, attached hereto after approval by GRANTOR and hereby incomporated herein by reference, the same as if fully set forth herein.

- 2. The right of ingress and egress in, on, over, across and through said easterly 30 feet above described for any and all purposes necessary or convenient to the essercise by CRANTEE of the rights and easements herein granted.
- 3. GRANTEE agrees that said pipeline will be completely underground a minimum of 36 inches from the top of the pipe to normal surface of the ground and the pipe used will handle a maximum pressure of 1,337 pounds per square inch and that the maximum pressure to be actually used will not exceed 275 pounds per square inch.
- 4. GRANTOR reserves the right to use said above-described land for all uses inc. '9 drivers and ingress and egress, except any other uses which may unreasonably inverfere with the enjoyment of the rights and easements herein granted, except that GRANTOR shall not impound water, or construct or permit any buildings, structures or works of any type whatsoever within 25 feet of the pipeline to be installed hereunder. GRANTOR agrees that GRANTER may use a strip of lead 75 feet in width during the egastruction of the pipeline laid hereunder, and thereafter easiety's use shall be confined to a right of way extending 25 feet on each side of the centerline of said pipeline, including the right from time to time to cut and remove trees, undergreeth, and other obstructions thereon that may enlanger, or interfere with the emergice of the rights herein granted.
- 5. GRANTER, by acceptance hereof, agrees to bury any pipeline laid hereunder a minimum of 36 inches below ground level so that it will not interfere with the ordinary cultivation of the said showe-described land. GRANTER, at its option, may construct its pipeline above the channel of any natural or man made streen, ravine, ditch, or other "her course. GRANTER agrees to pay any demages to growing crope, fences, buildings and timber on said land which may immediately and directly result from the exercise of the rights happels granted, provided that after the said pipeline has been laid GRANTEE shall not be liable for demages caused by keeping said right of way clear of trees, undergrowth, structures, works and other chetprotions in the course of the exercise by GRANTEE of any of its rights hereunder.
 - 6. GRANTOR covenants with GRANTEE that he is the owner of said

above-described land and has the right, title, and capacity to grant the rights and easements herin granted.

- 7. This agreement shall be binding upon the heirs, executors, administrators and personal representatives of GRANTOR; GRANTEE agrees that it will not transfer, convey or assign any of the rights and easements herein granted except with the prior written consent of GRANTEE. N.M.M.
- 8. GRANTOR hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois in and to the above described property.
- 9. GRANTEE will repair, at its own cost and expense, any damages caused to the property of GRANTOR or WIESE PLANNING & ENGINEERING, INC., or their agents, servants, employees, invitees, successors and assigns, as a result of use of said right of way and easement by GRANTEE, its agents, servants, employees and invitees.

GRANTEE shall restore the premises covered by this right of way and easement to a clean, neat and orderly condition, removing any trash, debris or litter which may be there by reason of such construction upon the same by GRANTEE.

10. GRANTZE acrees to hold harmless and indemnify GRANTOR and WIESE PLANNING A ENC. TRING, INC. afther of them from any damage, loss, cost or expense, including attorney's fees and coets of court, in connection with any Amages sustained by GRANTOR and said WIESE PLANNING & ENGINEERING, INC. or either of them arising out of acts or omissions of GRANTER, including negligent acts and omissions of its agents, servants, employees and invitees incident to use of the premises covered by the right of way or easement herein granted. This indemnity shall include claims of third parties arising out of property damage, death or personal injury, and shall include any claims where the injured or damaged party alleges that the said damages resulted from the combined negligence of GRANTER and GRANTOR, or of GRANTER and WIESE PLANNING & ENGINEERING, INC.

TO HAVE AND TO HOLD said rights and right of way, easements, estates, and privileges unto the said GRAFTEE, its successors and assigns, (subject to § 7 above) so long as said right of way and easements are used for the purposes granted herein.

IN WITHESS WHENEOF, GRANTOR has executed this instrument this the $\frac{1.7}{2}$ day of May, 1972.

WITHESS:

Harold W. Wiese

900r 2342 rase 235

STATE OF Manuel

COUNTY OF A down

I, the undersigned, a Netary Public in and for said County, in the State afterested, do heathy certily that Harold W. Misse personally known to me to be the sain person those name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged this his planed, senied and delivered the said instrument as his free and veluntary set, for the uses and purposes therein set forth, immediag the release and univer of the right of maintains. I hereby further certify that I am daily authorized to take acknowledgements to dieds under the laws of the State first herein named.

Given under my hand and official seal this 17 th day of A.D., 1972.

Hotary Public

My commission empires:

MY COMMISSION DEPOSE AND 1, 2073

800-2342 HAGE 236 ST. CLAIR COUNTY, ILLINOIS T 2 N-R 10 W SCALE: 1"=100"

·2497 · 1535

EASEMENT

f(n) quorfund variable consideration, receipt whereof is hereby acknowledged, the undersigner grantes hereby designant and concept of ELEINOIS BELL TELEPHONE COMPANY, its successors and assigns, the right to construct, reconstruct, add to i remove, operate and maintain its communication system, consisting of such wiles cables, conduits, terminals, manholes and other fixtures as the granter may from time to time require for the purpose of telecommunications, and to clear and keep cleared such trees, roots, bushes and other obstructions from the easement described herein is wit

The East Ten (10) Feet of the West One Hundred and Hinety-four and Five Tenths (194.5) Feet 2 of Lots Numbered One (1) and Two (2) of "DASSMEXT'S SUBLIVISION OF LUT 207 THIRD SUBDIVISION CAMORIA COMMONS"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "V" on page 26, Section Twenty-Bix (26), Township Two (2) Borth, Range Ten (10) West of the Third Principal Meridian, St. Clair County, Illinois.

> . J 628 29 PN 48 2. · · 2497 · · 1833

Ref: #1-26-401-003

gether with:

(5) The right of ingress and egress by reasonable rnutes across the adjulining property of the undersigned to and from said easement.

(2) The right to place surface markers and surface testing terminals on said strip, such markers and terminals to be placed only on fence lines, stream banks, or along right of way or boundary lines, or as the undersigned may permit beyond said strip.

(3) The right to install temporary gales in fences crossing said strip, which fence shall be repaired and restored to their former condition following construction.

The Telephone Coming yis, all be as consible for damage cause, to the undersigned's property by the Company, its agents and employees and shall repair and restore the premises and pay for any crop damage following construction and maintenance work. Further, the right of the undersigned to freely use and enjoy their interests in the premises is reserved to them, their heirs, successors, and assigns insofar as the exercise thereof does not endange or interfere with the construction, operation, and maintenance of said communication system, including with limiting the generality of this reservation, the right to cultivate and grow crops and the right to establish rec and utility lines across said easement, except that no building or structure shall be erected within the eq right of way without the consent of the Company.

___day of __November, 19 77_ Fxecuted thi: 3rd (SEAL) (SEAL) This seems personned by 721 MISSOUR! AV Manager - Right of Way

(Acknowledgment on Reverse Side Hereof)

FORM 2061 (7 - 77)

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ACKNOWLEDGMENT

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A CONTRACTOR OF THE PROPERTY O

State of Illinois	,		
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County of 32 CLE/C	1		
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1. Jone Janne	<u> ✓ ८ ८ ~ ~ .</u> , being a notary	public in and for the state and	county aforesaid,
do hereby certify that Alaces	·	and	
personelly known to me to be the s	ume certant whose names are t	ubecribed to the foresping instri	ument, experred before
me this day in person and acknowle	deed that they signed and deliv	ered the said instrument as their	r free and voluntary act
for the uses and purposes therein set	forth		
			Call 122
Given under my hand and n	otarial seel this	day ofe	
			5
			2
		/ Notary P	
My Commission explicit.			.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

My Commission Expires July 27, 1981

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ROAD

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Port

7. J.

LOT EOT, THIRD SUBDIVISION
TO CAMORIA COMMONS
ST. CLAIR CO.ILL.
WATHOUSSON